



DAVID SANDERS, PH.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

October 19, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST TO APPROVE AMENDMENT NUMBER ONE FOR CONSENT TO
ASSIGNMENT AND DELEGATION OF RIGHTS FROM LITTLE TOKYO SERVICE
CENTER, INC. TO LTSC COMMUNITY DEVELOPMENT CORPORATION
(Supervisory Districts 1, 2 & 4) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman to execute three (3) separate Amendments Number One (Attachments I, II, III) to each of three AB 1733 / AB 2994 Child Abuse and Neglect Prevention, Intervention and Treatment Program Services contracts, in Supervisory Districts 1, 2, and 4, respectively, for the Department of Children and Family Services (DCFS), to be effective July 1, 2004, acknowledging your Board's consent to assignment and delegation of rights from Little Tokyo Service Center, Inc. to LTSC Community Development Corporation. Funding for the Child Abuse and Neglect Prevention, Intervention and Treatment Program is included in the FY 2004-05 Adopted Budget. These Amendments have no fiscal impact.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommendation is to request your Board's consent to the assignment and delegation of the three Contracts from Little Tokyo Service Center, Inc. to LTSC Community Development Corporation, a corporation duly organized and existing under the laws of the State of California. Little Tokyo Service Center, Inc. has indicated that it is seeking this assignment/delegation of rights to LTSC Community Development Corporation in order to lessen the confusion and cumbersome nature of the overlapping work of the two organizations, increase efficiency and decrease costs of administration and management, and promote greater unity towards a single combined vision and mission for the organization. Little Tokyo Service Center will remain as a shell organization having one employee, with one grant program and a loan fund that

Board of Supervisors

GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

cannot be transferred to the LTSC Community Development Corporation because of regulations and existing commitments.

DCFS is requesting that the Board ratify the July 1, 2004 assignment and delegation from Little Tokyo Service Center, Inc., to LTSC Community Development Corporation in order to assure a seamless program transition between the two entities. Little Tokyo Service Center, Inc. requested the assignment/delegation on March 9, 2004 in anticipation of their July 1, 2004 staff merger. The time for DCFS staff to collect and review all pertinent documents, including financial statements, bylaws, insurance, licenses, permits, and other applicable documents, develop the Amendments and obtain signatures on various forms, and to request formal approval from the Board exceeded the time frame available prior to July 1, 2004.

Although the retroactive effective date of this Amendment has no impact on the County, it is necessary to allow for the assignment/delegation of rights to the LTSC Community Development Corporation effective July 1, 2004 to assist LTSC in finalizing their staff merger.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County Strategic Plan Goal 5, Children and Family Well-Being in that the recommended action will ensure that children and their families are provided with coordinated, integrated and collaborative services.

FISCAL IMPACT/FINANCING

The total cost of the three AB 1733/AB 2994 Contracts in the three Supervisorial Districts is \$150,000 a year. This includes \$50,000 for the First Supervisorial District Contract, \$60,000 for the Second Supervisorial District Contract, and \$40,000 for the Fourth Supervisorial District Contract. Funding for the Child Abuse and Neglect Prevention, Intervention and Treatment Program is included in the FY 2004-05 Adopted Budget. AB 1733 and AB 2994 funding finances the cost of the AB 1733 / AB 2994 Child Abuse and Neglect Prevention, Intervention and Treatment Program Services Contracts. These Amendments have no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 24, 2003, your Board approved a Form Contract and authorized the Director of DCFS to execute Contracts with various providers for a two-year period with an option to extend the term for one additional year for the provision of AB 1733/AB 2994 Child Abuse and Neglect Prevention, Intervention, and Treatment Program Services. Three Contracts were executed in July 2003, with Little Tokyo Service Center, Inc. to provide these services in Supervisorial Districts 1, 2, and 4, respectively.

On March 9, 2004, Little Tokyo Service Center, Inc., notified DCFS that they were planning to transfer most of their programs from Little Tokyo Service Center, Inc. to their affiliate, LTSC Community Development Corporation. DCFS obtained formal documents from the contractor to confirm the legal entity of the new corporation. The Boards of Directors and executive director of the two entities are the same and share the same office. The Board of Directors and employees will remain the same. The programs and staff of Little Tokyo Service Center, Inc. have become the Social Services Department of LTSC Community Development Corporation, effective on July 1, 2004. DCFS has investigated the proposed assignee and found it to be a responsible contractor.

The Contracts expressly provide that the County has no obligation to pay for expenditures beyond the maximum contract amount. LTSC Community Development Commission (if approved for the assignment/delegation of rights by your Board) will not be asked to perform services that exceed the contract amount, scope of work, or contract dates.

The three (3) Contract Amendments Number One add or update a number of provisions to the current Contract. These include provisions on Notices, Contractor Responsibility and Debarment, and the Child Support Compliance Program.

LTSC Community Development Corporation is in compliance with all Board, Chief Administrative Office (CAO) and County Counsel requirements. The CAO has reviewed this Board Letter. County Counsel has reviewed this Board Letter and approved the attached three Amendments Number One as to form.

CONTRACTING PROCESS

These three (3) Amendments Number One do not involve any additional contracting process. The department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the underlying contracts nor to the three recommended amendments.

IMPACT ON CURRENT SERVICES

Approval of the three separate Amendments Number One to the Contracts will allow for the continuation of AB 1733/AB 2994 Child Abuse and Neglect Prevention, Intervention and Treatment Program Services performed by Little Tokyo Service Center, Inc., to be provided by LTSC Community Development Corporation. There will not be a noticeable or distinctive change in services, since the same employees, formerly with Little Tokyo Service Center, Inc., will be performing the services as employees of LTSC Community Development Corporation.

The Honorable Board of Supervisors
October 19, 2004
Page 4

CONCLUSION

Upon approval and execution of the three Amendments Number One by your Board, it is requested that the Executive Officer-Clerk of the Board send an executed copy of the adopted Board Letter and Amendments to:

1. Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020
2. Office of the County Counsel
Attention: Rose Belda, Principal Deputy County Counsel
201 Centre Plaza Drive
Monterey Park, CA 91754

And a signed copy of each of the Amendments to:

1. Little Tokyo Service Center, Inc.
Attention: Bill Watanabe
231 E. Third Street, Suite G106
Los Angeles, California 90013
2. LTSC Community Development Corporation
Attention: Yoshiyuki Watanabe
231 E. Third Street #G106
Los Angeles, CA 90013

Respectfully submitted,

DAVID SANDERS, Ph.D.
Director

DS:rd

Attachments (3)

c: Chief Administrative Office
County Counsel

Attachment I



AMENDMENT NUMBER ONE

TO

**CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION
AND TREATMENT PROGRAM SERVICES
AB 1733 / AB 2994**

WITH

**LITTLE TOKYO SERVICE CENTER, INC.
(District I)**

October 2004

**AMENDMENT NUMBER ONE
TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND
TREATMENT PROGRAM SERVICES AB 1733/ AB 2994 WITH
LITTLE TOKYO SERVICE CENTER, INC. (District 1)**

This Amendment Number One (Amendment) to the Child Abuse and Neglect Prevention, Intervention and Treatment Program Services AB 1733/AB 2994 contract (hereafter referred to as "Contract") with Little Tokyo Service Center, Inc. (herein referred to as ASSIGNOR), executed by the Director of the Department of Children and Family Services on July 17, 2003, is made and entered into by and between the County of Los Angeles (hereafter referred to as COUNTY), the ASSIGNOR and LTSC Community Development Corporation (herein referred to as ASSIGNEE), on this _____ day of _____ 2004.

WHEREAS, COUNTY and ASSIGNOR are parties to the Contract, executed on July 17, 2003, whereby the latter provides AB 1733/AB 2994 Child Abuse and Neglect Prevention, Intervention and Treatment Program Services;

WHEREAS, Section 23.0 ASSIGNMENT/DELEGATION OF RIGHTS, of the aforementioned Contract requires that the COUNTY give its prior written consent to any assignment of rights or delegation of duties under the Contract;

WHEREAS, on July 1, 2004, the ASSIGNOR assigned all of its rights under the Contract and delegated all of its duties under the Contract to the ASSIGNEE;

WHEREAS, the COUNTY's Department of Children and Family Services has reviewed financial and other documents relating to the ASSIGNEE and finds that the ASSIGNEE is a responsible entity capable of carrying out the duties required under the Contract; and

WHEREAS, this Amendment is prepared and executed by COUNTY, ASSIGNEE, and ASSIGNOR as required under Section 22.0, **CHANGES AND AMENDMENTS** of the Contract;

NOW THEREFORE, the COUNTY, the ASSIGNEE and the ASSIGNOR agree as follows:

1. The COUNTY hereby consents to the, July 1, 2004, assignment of all rights and the delegation of all duties under the Contract by the ASSIGNOR, Little Tokyo Service Center, Inc., to the ASSIGNEE, LTSC Community Development Corporation. COUNTY, ASSIGNOR and ASSIGNEE agree that this assignment and delegation is neither a release nor novation.
2. Any payments due under this Contract from COUNTY to the ASSIGNOR or ASSIGNEE for services adequately rendered and which have not yet been paid, shall be paid to the ASSIGNEE in full satisfaction of the COUNTY's obligation.

3. Section 65.0 **INTERPRETATION OF CONTRACT**, is amended to add Subsection 65.5, which reads as follows:

65.5 The word "CONTRACTOR" as used in the Contract shall be construed to refer to "Little Tokyo Service Center, Inc." prior to July 1, 2004, and it shall be construed to refer to "LTSC Community Development Corporation" on and after July 1, 2004.

4. Section 21.0, **NOTICES**, Subsection 21.1 is deleted in its entirety and replaced to read as follows:

21.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

David Sanders, Ph.D., Director
Department of Children and Family Services
Attn: Walter Chan, Manager
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR

LTSC Community Development Corporation
Attn: Lisa Sugino, Deputy Director
231 E. 3rd St., Suite G104
Los Angeles, CA 90013

or such other person and/or location as may hereinafter be designated in writing by CONTRACTOR.

5. Section 36.0, **CONTRACTOR RESPONSIBILITY AND DEBARMENT** is deleted in its entirety and replaced to read as follows:

36.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

36.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible contractors.

- 36.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 36.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 36.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 36.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 36.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 36.7 These terms shall also apply to subcontractors of COUNTY Contractors.

6. Section 48.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, Subsection 48.1.2 is deleted in its entirety and replaced to read as follows:

48.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

7. Section 48.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, Subsections 48.2 and 48.2.1 are deleted in their entirety and replaced to read as follows:

48.2 Termination or Debarment for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program:

48.2.1 Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 48.1, "CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program", shall constitute default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Section 33.0, "Termination for CONTRACTOR's Default" and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

8. **EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER ONE, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.**

**AMENDMENT NUMBER ONE TO CHILD ABUSE AND NEGLECT PREVENTION,
INTERVENTION AND TREATMENT PROGRAM SERVICES
AB 1733/AB 2994 WITH
LITTLE TOKYO SERVICE CENTER, INC. (District 1)**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and CONTRACTOR has caused this Amendment to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____
Chairman, Board of Supervisors

By _____

Little Tokyo Service Center, Inc.
ASSIGNOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

95-3451280
Tax Identification Number

LTSC Community Development Corporation
ASSIGNEE

By _____

Name _____

Title _____

By _____

Name _____

Title _____

95-4444102
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER Jr., Chief Deputy County Counsel

BY _____
County Counsel

Attachment II



AMENDMENT NUMBER ONE

TO

**CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION
AND TREATMENT PROGRAM SERVICES
AB 1733 / AB 2994**

WITH

**LITTLE TOKYO SERVICE CENTER, INC.
(District 2)**

October 2004

**AMENDMENT NUMBER ONE
TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND TREATMENT
PROGRAM SERVICES AB 1733/ AB 2994 WITH
LITTLE TOKYO SERVICE CENTER, INC. (District 2)**

This Amendment Number One (Amendment) to the Child Abuse and Neglect Prevention, Intervention and Treatment Program Services AB 1733/AB 2994 contract (hereafter referred to as "Contract") with Little Tokyo Service Center, Inc. (herein referred to as ASSIGNOR), executed by the Director of the Department of Children and Family Services on July 17, 2003, is made and entered into by and between the County of Los Angeles (hereafter referred to as COUNTY), the ASSIGNOR and LTSC Community Development Corporation (herein referred to as ASSIGNEE), on this _____ day of _____ 2004.

WHEREAS, COUNTY and ASSIGNOR are parties to the Contract, executed on July 17, 2003, whereby the latter provides AB 1733/AB 2994 Child Abuse and Neglect Prevention, Intervention and Treatment Program Services;

WHEREAS, Section 23.0 ASSIGNMENT/DELEGATION OF RIGHTS, of the aforementioned Contract requires that the COUNTY give its prior written consent to any assignment of rights or delegation of duties under the Contract;

WHEREAS, on July 1, 2004, the ASSIGNOR assigned all of its rights under the Contract and delegated all of its duties under the Contract to the ASSIGNEE;

WHEREAS, the COUNTY's Department of Children and Family Services has reviewed financial and other documents relating to the ASSIGNEE and finds that the ASSIGNEE is a responsible entity capable of carrying out the duties required under the Contract; and

WHEREAS, this Amendment is prepared and executed by COUNTY, ASSIGNEE, and ASSIGNOR as required under Section 22.0, **CHANGES AND AMENDMENTS** of the Contract;

NOW THEREFORE, the COUNTY, the ASSIGNEE and the ASSIGNOR agree as follows:

1. The COUNTY hereby consents to the, July 1, 2004, assignment of all rights and the delegation of all duties under the Contract by the ASSIGNOR, Little Tokyo Service Center, Inc., to the ASSIGNEE, LTSC Community Development Corporation. COUNTY, ASSIGNOR and ASSIGNEE agree that this assignment and delegation is neither a release nor novation.
2. Any payments due under this Contract from COUNTY to the ASSIGNOR or ASSIGNEE for services adequately rendered and which have not yet been paid, shall be paid to the ASSIGNEE in full satisfaction of the COUNTY's obligation.
3. Section 65.0 **INTERPRETATION OF CONTRACT**, is amended to add Subsection 65.5, which reads as follows:

65.5 The word "CONTRACTOR" as used in the Contract shall be construed to refer to "Little Tokyo Service Center, Inc." prior to July 1, 2004, and it shall be construed

to refer to "LTSC Community Development Corporation" on and after July 1, 2004.

4. Section 21.0, **NOTICES**, Subsection 21.1 is deleted in its entirety and replaced to read as follows:

21.2 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

David Sanders, Ph.D., Director
Department of Children and Family Services
Attn: Walter Chan, Manager
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR

LTSC Community Development Corporation
Attn: Lisa Sugino, Deputy Director
231 E. 3rd St., Suite G104
Los Angeles, CA 90013

or such other person and/or location as may hereinafter be designated in writing by CONTRACTOR.

5. Section 36.0, **CONTRACTOR RESPONSIBILITY AND DEBARMENT** is deleted in its entirety and replaced to read as follows:

36.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

36.2 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible contractors.

36.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

36.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 36.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 36.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 36.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 36.7 These terms shall also apply to subcontractors of COUNTY Contractors.

6. Section 48.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, Subsection 48.1.2 is deleted in its entirety and replaced to read as follows:

48.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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48.2.1 Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 48.1, "CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program", shall constitute default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Section 33.0, "Termination for CONTRACTOR's Default" and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

8. **EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER ONE, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.**

**AMENDMENT NUMBER ONE TO CHILD ABUSE AND NEGLECT PREVENTION,
INTERVENTION AND TREATMENT PROGRAM SERVICES
AB 1733/AB 2994 WITH
LITTLE TOKYO SERVICE CENTER, INC. (District 2)**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and CONTRACTOR has caused this Amendment to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____
Chairman, Board of Supervisors

By _____

Little Tokyo Service Center, Inc.
ASSIGNOR

LTSC Community Development Corporation
ASSIGNEE

By _____

By _____

Name _____

Name _____

Title _____

Title _____

By _____

By _____

Name _____

Name _____

Title _____

Title _____

95-3451280
Tax Identification Number

95-4444102
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER Jr., Chief Deputy County Counsel

BY _____
County Counsel

Attachment III



AMENDMENT NUMBER ONE

TO

**CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION
AND TREATMENT PROGRAM SERVICES
AB 1733 / AB 2994**

WITH

**LITTLE TOKYO SERVICE CENTER, INC.
(District 4)**

October 2004

**AMENDMENT NUMBER ONE
TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND TREATMENT
PROGRAM SERVICES AB 1733/ AB 2994 WITH
LITTLE TOKYO SERVICE CENTER, INC. (District 4)**

This Amendment Number One (Amendment) to the Child Abuse and Neglect Prevention, Intervention and Treatment Program Services AB 1733/AB 2994 contract (hereafter referred to as "Contract") with Little Tokyo Service Center, Inc. (herein referred to as ASSIGNOR), executed by the Director of the Department of Children and Family Services on July 17, 2003, is made and entered into by and between the County of Los Angeles (hereafter referred to as COUNTY), the ASSIGNOR and LTSC Community Development Corporation (herein referred to as ASSIGNEE), on this _____ day of _____ 2004.

WHEREAS, COUNTY and ASSIGNOR are parties to the Contract, executed on July 17, 2003, whereby the latter provides AB 1733/AB 2994 Child Abuse and Neglect Prevention, Intervention and Treatment Program Services;

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WHEREAS, on July 1, 2004, the ASSIGNOR assigned all of its rights under the Contract and delegated all of its duties under the Contract to the ASSIGNEE;

WHEREAS, the COUNTY's Department of Children and Family Services has reviewed financial and other documents relating to the ASSIGNEE and finds that the ASSIGNEE is a responsible entity capable of carrying out the duties required under the Contract; and

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NOW THEREFORE, the COUNTY, the ASSIGNEE and the ASSIGNOR agree as follows:

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2. Any payments due under this Contract from COUNTY to the ASSIGNOR or ASSIGNEE for services adequately rendered and which have not yet been paid, shall be paid to the ASSIGNEE in full satisfaction of the COUNTY's obligation.
3. Section 65.0 **INTERPRETATION OF CONTRACT**, is amended to add Subsection 65.5, which reads as follows:

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425 Shatto Place, Room 400
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR

LTSC Community Development Corporation
Attn: Lisa Sugino, Deputy Director
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Los Angeles, CA 90013

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36.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

36.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 36.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 36.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 36.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 36.7 These terms shall also apply to subcontractors of COUNTY Contractors.

6. Section 48.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, Subsection 48.1.2 is deleted in its entirety and replaced to read as follows:

48.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

7. Section 48.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, Subsections 48.2 and 48.2.1 are deleted in their entirety and replaced to read as follows:

48.2 Termination or Debarment for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program:

48.2.1 Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 48.1, "CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program", shall constitute default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Section 33.0, "Termination for CONTRACTOR's Default" and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

8. **EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER ONE, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.**

**AMENDMENT NUMBER ONE TO CHILD ABUSE AND NEGLECT PREVENTION,
INTERVENTION AND TREATMENT PROGRAM SERVICES
AB 1733/AB 2994 WITH
LITTLE TOKYO SERVICE CENTER, INC. (District 4)**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and CONTRACTOR has caused this Amendment to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____
Chairman, Board of Supervisors

By _____

Little Tokyo Service Center, Inc.
ASSIGNOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

95-3451280
Tax Identification Number

LTSC Community Development Corporation
ASSIGNEE

By _____

Name _____

Title _____

By _____

Name _____

Title _____

95-4444102
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER Jr., Chief Deputy County Counsel

BY _____
County Counsel

